The Order of the Court is stated below:
Dated: October 15, 2026 08:37:09 AM **/s/** AMBER M. METTLER
District Court Judge

Douglas L. Stowell, 6659
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IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH	
In the Matter of the Marriage of LUIS RAUL HERNANDEZ, *Petitioner,* and JUANITA MIRELLA HERNANDEZ RAMIREZ, *Respondent*	**DECREE OF DIVORCE** Civil No. 254904452 Commissioner Russell Minas Judge Amber M. Mettler

The Parties, Petitioner, Luis Hernandez ("Luis"), and Juanita Mirella Hernandez Ramirez ("Juanita"), attended mediation with Velvet Rodriguez on July 22, 2026. The Parties came to a final written settlement and agreement resolving all issues of their Divorce which was filed with the Court. The Court having accepted the Parties' Stipulation, having reviewed the file and entered its Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED, & DECREED:

1. **Jurisdiction.** Jurisdiction and venue are proper in this Court pursuant to U.C.A. §81-4-402(1). The Parties are bona fide residents of Salt Lake County, State of Utah and have been for three months immediately prior to the filing of this action.
2. **Marriage Statistics.** The Parties were married on September 20, 2019, in Salt Lake City, Utah, United States. The Parties separated on or about July 15, 2025.
3. **Grounds.** The Parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.
4. **Children.** The following is the minor child of the Parties: P.H.H.R., who was born on July 11, 2021.
5. Pursuant to Rule 100 Utah Rules of Civil Procedure, the Parties state, upon information and belief, that there are no proceedings for custody of the above-named minor child filed or pending in the Juvenile Court.
6. **Home State.** Utah is the home state of said minor child pursuant to U.C.A. §81-11-201.
7. **Parenting Plan.** The Parties acknowledge that this Parenting Plan is abbreviated but is nevertheless binding and enforceable. The Parties may later agree to return to mediation to discuss additional parenting provisions or to prepare a more comprehensive Parenting Plan. Neither Party is obligated to do so, and the enforceability of this Parenting Plan is not conditioned upon any future mediation or further agreement.
8. **Custody and Parent Time.**

Legal Custody

a) The Parties shall share joint legal custody of P.H.H.R. Neither parent shall have final decision-making authority regarding major decisions involving the minor child.

b) Major decisions concerning P.H.H.R.'s education, nonemergency medical care, religion, and extracurricular activities shall be made jointly.

c) If the Parties cannot agree on a major decision, they shall participate in mediation before seeking court intervention, except in an emergency.

Physical Custody

a) The Parties shall share joint physical custody of P.H.H.R.

b) The Parties shall exercise parent time on a week-on, week-off schedule during the summer. During the school year, the parent time shall continue with the 2-2 alternating three day weekend with Luis's parent time Monday and Tuesday and Juanita's parent time on Wednesday and Thursday and alternating three day weekend every other Friday, Saturday and Sunday, returning to school or the other parent on Monday morning.

c) When school is not in session, exchanges shall occur on Monday at 8:00 a.m. at a mutually agreed location.

d) Each parent shall maintain an appropriate bed and sleeping space for P.H.H.R.

9. **School**

a) For elementary school, P.H.H.R. shall attend Ascent Academy in West Valley City unless both Parties agree otherwise in writing.

b) Any later change in P.H.H.R.'s school shall require the Parties' mutual written agreement or further Court order.

10. **Church**

a) Each parent may take P.H.H.R. to church during his or her own parent time as that parent deems appropriate.

11. **Holiday Parent Time**

a) Holiday parent time shall be exercised pursuant to the holiday schedule set forth in U.C.A. §81-9-302 (*as amended*).

b) The custodial and noncustodial designations in paragraph 11 and its subparts are solely for administering the holiday schedule and do not alter the Parties' joint legal custody, joint physical custody, or equal parent-time arrangement.

c) Solely for purposes of applying the statutory holiday schedule:

i. Juanita shall be designated as the custodial parent.

ii. Luis shall be designated as the noncustodial parent.

d) Holiday parent time shall take precedence over the regular week-on, week-off schedule.

12. **Travel**

Approved Travel

a) Juanita has given notice of the following travel, and Luis agrees that P.H.H.R. may travel with her to the following places on the corresponding dates:

i) Boise, Idaho, from July 31 through August 2, 2026.
ii) California from September 4 through September 6, 2026.
iii) Canada from December 18 through December 26, 2026.

b) If any approved travel occurs during Luis's scheduled parent time, Juanita and Luis shall coordinate and schedule reasonable make-up parent time for Luis.

13. **International-Travel Documents**
International-Travel Information

a) The Parties shall follow the provisions of Utah Code for travel, which may include the following: A parent traveling internationally with P.H.H.R. shall notify the other parent at least 15 days before departure and shall provide:

i. The travel dates.
ii. A general itinerary.
iii. Lodging information.
iv. Transportation information.
v. An emergency contact number.

14. **Restraining Order and Disparagement**

a) Neither parent shall discuss the divorce, litigation, financial disputes, or allegations against the other parent with P.H.H.R. or in P.H.H.R.'s presence.

b) Neither parent shall disparage the other parent or permit family members, friends, or other third parties to disparage the other parent in P.H.H.R.'s presence.

c) Neither parent shall use P.H.H.R. to deliver messages, obtain information about the other household, or take sides in disputes between the Parties.

15. **Koala Kids Care Center**

a) Except for the personal property and tax provisions stated below, Luis is awarded the Koala Kids business and all related business operations, accounts, customers, goodwill, reviews, income, and assets presently under his or his family's possession or control.

b) Juanita releases all ownership, equitable, and financial claims to Koala Kids, except for the rights expressly preserved in this agreement.

c) Juanita may own, establish, operate, or work for a separate daycare or other lawful business.

d) Neither Party shall interfere with the other Party's present or future lawful business activities.

e) Juanita shall have no past or future liability.

f) Juanita shall not utilize the name "Koala," "Koala Kids" or any derivative name thereof with any future businesses and/or daycare centers.

g) The Parties mutually release one another from all claims concerning alleged diversion of business funds, removal of assets, customers or employees, concealment of business income, creation of competing businesses, dissipation of property, fraud, or violation of the temporary restraining order or preliminary injunction.

h) The Parties release all known and unknown business-related claims existing through the settlement date.

i) This settlement is not an admission of wrongdoing by either Party.

16. **Debts**

a. Each Party shall retain and be solely responsible for the debts in his or her own name.

b. Each Party shall indemnify and hold the other harmless from the debts assigned to that Party.

c. Neither Party shall owe the other reimbursement, contribution, or equalization concerning the debts.

d. **Luis's Debts** - Luis shall be solely responsible for:
   i. Chase Bank, approximately $2,870.
   ii. Cyprus Credit Union, approximately $9,850.
   iii. Capital One, approximately $2,552.
   iv. Spring Oaks, approximately $27,686.
   v. Laura Hernandez' business loan, approximately $7,500.
   vi. Alma Hernandez business loan, approximately $10,000.
   vii. The medical and collection debts identified in Luis's financial disclosures.
   viii. Any debt associated with the FJ Cruiser.
   ix. Any other debt in his name not listed within his Financial Declaration
   x. Any debt or liability associated with Koala Kids awarded to Luis.
   xi. All debts incurred in his name post separation.

e. **Juanita's Debts** - Juanita shall be solely responsible for:
   i. Credit card ending 2170, approximately $3,346.73.
   ii. Credit card ending 0172, approximately $2,424.09.
   iii. U.S. Bank, approximately $2,585.
   iv. America First ending 9241, approximately $14,388.49.
   v. Lowe's, approximately $2,013.29.
   vi. Amazon, approximately $1,549.82.

vii. RBC, approximately $8,000.

viii. Nordstrom, approximately $1,734.37.

ix. OneMain Financial debt associated with the Toyota Sienna, approximately $13,603.23.

x. Any other debt in her name not listed within her Financial Declaration

xi. All debts incurred in her name post separation.

17. All other debts not included herein is the responsibility of the Party who incurred the debt.

18. **Vehicles**

a. **FJ Cruiser**

i. The FJ Cruiser is awarded to Luis.
ii. All claims concerning the FJ Cruiser, including its ownership, value, restoration, debt, sale, and sale proceeds, are fully resolved and released.

b. **Land Rover**

i. The Land Rover is awarded to Juanita.
ii. Luis agrees to deliver the Land Rover in working condition to Juanita by tomorrow July 23rd at 5:00 pm. Luis agrees to obtain the title for the Land Rover, transfer the title (and pay the associated costs therewith), and deliver it to Juanita as soon as possible or within 60 days of the signed Memorandum.

c. **Toyota Siena**.

i. Juanita is awarded the Toyota Siena.

19. **Personal Property**
    a. Juanita is awarded the following personal property:
        i. The washer/dryer combination located at the former Koala Kids Care Center
        ii. The exterior back door to the Koala Kids Care Center.
        iii. All the eBay boxes containing items from Luis's former eBay business. Luis shall drop off all of the boxes and the car at Little Lions Daycare Center located at 3112 South 3780 West, West Valley, by 1:00 p.m. It is acknowledged that there is in excess of 20 boxes. Luis shall drop the door off within 7 days of the signing of the Memorandum.
    b. Juanita may retrieve the washer and dryer as soon as it is practicable within 7 days of the signing of the Memorandum. Juanita shall give Luis 24 hours notice of when she intends to pick up the washer and dryer.
    a. Luis shall provide reasonable access for the retrieval.
    b. Except for the property specifically awarded above, each Party shall retain the personal property presently in his or her possession.

20. **Taxes**
    a. The Parties shall timely file married, filing separate, personal federal and state income tax returns for tax years 2023-2025.
    b. The Parties shall enlist the aid of a mutually agreed upon third party accountant to prepare and file all tax returns for Koala Kids Care Center.
    c. Business taxes for 2023 and 2024 have already been proposed by Juanita.

d. The Parties shall cooperate and exchange all records reasonably necessary to prepare and file the returns.

e. Beginning with tax year 2026, the Parties shall file separate tax returns.

f. Juanita may claim P.H.H.R. as a dependent and claim any associated child-related tax benefits in odd-numbered tax years.

g. Luis may claim P.H.H.R. as a dependent and claim any associated child related tax benefits in even-numbered tax years.

h. Each Party shall timely execute any tax form reasonably necessary to implement the alternating tax-year provision.

21. **Income, Alimony, and Child Support**

a. For settlement purposes only, each Party shall be attributed gross monthly income of $6000.

b. Neither Party shall pay the other Party alimony.

c. Based upon equivalent incomes, neither Party shall pay monthly child support, subject to court approval.

22. **Medical Expenses**

a. The Parties shall follow all statutory provisions pursuant to U.C.A. §81-6-208 *(as amended)* related to insurance and medical, dental, vision and psychological expenses for the minor child.

23. **Daycare Expenses**

a. The Parties shall follow all statutory provisions pursuant to U.C.A. §81-6-209 *(as amended)* related to daycare expenses for the minor child.

24. **School and Extracurricular Expenses**

a. The Parties shall each pay 50% of P.H.H.R.'s mutually approved school and extracurricular expenses.

25. **Attorney Fees and Costs**

a. Each Party shall pay his or her own attorney fees and costs.

b. All pending requests for attorney fees, sanctions, contempt relief, and costs shall be dismissed and released.

26. **Maiden Name restored**

a. Juanita is entitled to restoration of her maiden name of "Ramirez-Perez," if she so desires.

27. **Temporary Restraining Order and Pending Proceedings**

a. Upon the execution of the Memorandum of Understanding Stipulation, the Parties shall jointly agree to the dissolution of the existing temporary restraining order and preliminary injunction.

b. All pending business-related enforcement proceedings, contempt claims, sanctions claims, and related requests for relief shall be dismissed with prejudice.

c. Each Party releases all claims concerning alleged violations of the temporary restraining order, preliminary injunction, or other business related orders occurring before the settlement date.

28. **Mutual Restraining Order.** The Parties agreed to implement an agreed upon mutual restraining order within 30 days involving communication between themselves and with the child, which is as follows:

Communication Between the Parties.

a. All communication between the Parties concerning the minor child, co-parenting, or any other necessary matter shall be conducted in a civil, respectful, and business-like manner and, except in a bona fide emergency, shall be made in writing through a mutually agreed-upon co-parenting communication application (such as OurFamilyWizard, TalkingParents, or AppClose) ("the App").

b. Neither Party shall contact the other by telephone call, text message, social media, or in person regarding the divorce, litigation, financial disputes, or allegations against the other Party, except in a bona fide emergency directly involving the minor child's health or safety.

c. Each Party shall respond to the other Party's communications through the App within forty-eight (48) hours, except in an emergency, in which case the responding Party shall respond as promptly as reasonably possible.

d. Neither Party shall send excessive, repetitive, or duplicative messages to the other Party, nor use profane, demeaning, threatening, or abusive language in any communication.

e. Neither Party shall contact the other Party's spouse, significant other, family member, employer, or friend for the purpose of relaying messages to, monitoring, or harassing the other Party.

Communication With and Regarding the Minor Child.

f. Neither Party shall use the minor child, P.H.H.R., to relay messages, information, or documents between the Parties.

g. Neither Party shall question, interrogate, or debrief the minor child regarding the other parent's household, activities, relationships, or the terms of this case.

h. Neither Party shall discuss this litigation, the terms of the Parties' divorce, financial matters, or any disparaging information about the other Party with the minor child or in the minor child's presence, consistent with the Restraining Order and Disparagement provisions of the Findings of Fact and Conclusions of Law and Decree of Divorce entered in this matter.

i. Neither Party shall permit any third party, including a family member, friend, or new partner, to discuss this litigation or disparage the other Party with or in the presence of the minor child.

j. Each Party shall permit the minor child reasonable and private telephone or video contact with the other Party during the other Party's non-custodial periods, absent a showing of harm to the child.

Restriction on Use of the Minor Child's Image and Likeness.

k. Neither Party shall allow P.H.H.R. or his likeness to be used for any marketing, promotional, or commercial purpose without the prior written consent of both Parties.

l. This restriction includes, without limitation, use of the minor child's image, name, voice, or likeness on social media for commercial gain, in advertising for any business — including, but not limited to, Koala Kids Care Center or any successor or competing business — or in any other commercial media.

General Conduct.

m. Neither Party shall harass, threaten, stalk, or commit any act of abuse against the other Party.

n. Neither Party shall disturb the peace of the other Party.

o. Neither Party shall come to the other Party's residence or place of employment except as necessary for scheduled parent-time exchanges, or with the other Party's express prior consent.

p. Neither Party shall record, photograph, or video the other Party without that Party's knowledge and consent, except as may occur incidentally during scheduled parent-time exchanges.

Duration and Enforcement.

q. This Mutual Restraining Order shall remain in full force and effect until the minor child reaches the age of eighteen (18) or is otherwise emancipated, unless earlier modified by written agreement of the Parties or further order of the Court.

r. Any violation of this Mutual Restraining Order may be enforced by the Court through its contempt powers, and the prevailing Party in any enforcement action may be awarded reasonable attorney fees and costs.

s. Nothing in this Order restricts either Party's right to communicate with their respective attorneys, therapists or other healthcare providers, law enforcement, or as otherwise required by law or court order.

29. **Mutual Release.**

a. Except for the obligations expressly stated in this agreement, each Party releases the other from all known and unknown claims arising from the marriage, businesses, debts, vehicles, personal property, real property, income, profits, taxes, and pending litigation.

b. Each Party waives any claim to property or debt awarded or assigned to the other Party.

*****ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE COURT'S SEAL AT THE TOP OF THE FIRST PAGE*****

Approved as to Form:

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CHAD GLADSTONE
Attorney for Respondent

RULE 7 NOTICE

In accordance with Utah Rules of Civil Procedure Rule 7 any Objections to the Form of the Findings should be filed within 7 calendar days of being served with the proposed Findings. Thereafter the Findings will be submitted to the Court for signature.

CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of October, 2026, I caused a true and correct copy of the foregoing **DECREE OF DIVORCE** with the clerk of the Court which will send automatic notice to counsel for Respondent

Chad Gladstone
THE SCHMIDT LAW FIRM, PLLC
Attorney for Respondent

*/s/**Douglas Stowell**_____*